

GenToo Limited - Promotions, Prizes and Referral Rewards Terms and Conditions

1. Introduction

These Terms and Conditions ("Promotion Terms") govern all promotional campaigns, prize draws, referral reward programmes, and giveaway initiatives offered by GenToo Limited ("GenToo", "we", "us", or "our") to its customers ("you", "Customer", or "Participant").

By registering for a GenToo account, using the GenToo platform or mobile application, or by taking any step to participate in a promotion, you agree to be bound by these Promotion Terms in full, together with GenToo's General Terms and Conditions and Privacy Policy, which are incorporated herein by reference.

In the event of any conflict between these Promotion Terms and GenToo's General Terms and Conditions, the General Terms and Conditions shall prevail except to the extent that a specific Promotion Term expressly provides otherwise.

GenToo reserves the right to introduce new promotions, and to modify or withdraw the terms of existing promotions, at any time and for valid reasons (including legal, regulatory, technical or commercial reasons), without prior notice where reasonably necessary, except where required by applicable law. Any modification will not affect rewards that have already been validly earned and confirmed prior to the date of the change.

2. Eligibility

2.1 General eligibility requirements

Unless a specific promotion states otherwise, all promotions are open exclusively to individuals who meet each of the following conditions at the time of participation and, where applicable, at the time of reward fulfilment:

- are aged 18 years or over;
- are residents of Spain;
- hold a verified GenToo account that has successfully completed all required identity verification (KYC) and onboarding checks;
- have not had their account suspended, restricted, or flagged for suspected fraud, money laundering, or breach of GenToo's Terms and Conditions;
- are not employees, contractors, consultants, or agents of GenToo Limited, nor immediate family members of any of the foregoing (apart from Promotion 2 - Referrals).

2.2 Account status

Participation in any promotion is subject to the Customer's GenToo account remaining active and in good standing throughout the relevant promotional period and at the time of reward fulfilment. GenToo reserves the right to withhold, cancel, or reclaim any reward where, at the time of fulfilment, the relevant account has been suspended, closed, or found to be in breach of these Promotion Terms or the General Terms and Conditions.

2.3 One account per customer

Each person is permitted to hold only one GenToo account. Rewards and promotional entitlements are calculated on a per-account, per-verified-individual basis. Any attempt to open multiple accounts for the purpose of increasing promotional entitlement, or any

circumvention of the one-account rule, will be treated as fraudulent conduct and will result in immediate disqualification from all current and future promotions, account suspension, and potential referral to relevant authorities.

3. Promotion 1 - Early Adopter Prize Draw - 5 x €500

3.1 Overview

GenToo is offering five cash prizes of €500 each, to be awarded by prize draw to five eligible participants from among the first 5,000 individuals who become a Subscriber to any tier (Plus / Premium / Premium Plus) following the launch of this promotion ("the Draw").

3.2 How to enter

One active subscription would qualify you for entry, and one can proceed via the following steps:

- (a) download the GenToo app;
- (b) complete the account registration process in full;
- (c) be subscribed to any membership at the point of us reaching 5,000 subscribers (Plus, Premium, or Premium Plus).

Only the first 5,000 individuals to complete all of the above steps will be eligible for entry. GenToo will use its internal records to determine the order in which accounts are activated. GenToo's determination of eligibility is final and binding.

3.3 The prize

The prize is five separate monetary rewards of €500, which will be credited directly to the winners' GenToo e-wallet following verification of eligibility. The prizes are non-transferable, cannot be exchanged for any alternative reward, and cannot be redeemed for cash outside of the GenToo platform except through the normal e-wallet redemption process in accordance with GenToo's General Terms and Conditions.

3.4 The draw and winner selection

The Draw will take place on a date to be determined and communicated by GenToo within a reasonable period following the close of the entry period (i.e., once 5,000 eligible registrations have been confirmed or at such earlier or later date as GenToo may determine). Five winners will be selected at random from all eligible entrants using a verifiably random selection process.

The winner will be notified via the email address and/or contact details registered to their GenToo account within 5 Business Days of the Draw taking place. If the selected winner cannot be contacted within 14 calendar days of the Draw, or is found not to meet the eligibility criteria set out in these Promotion Terms, GenToo reserves the right to select an alternative winner from the remaining eligible pool using the same random selection process.

3.5 Conditions of participation

By entering the Draw, participants acknowledge and agree that:

- their Account and Subscription must remain active, verified, and in good standing both at the time of entry and at the time of the Draw;

- GenToo's decision in all matters relating to the Draw, including the selection of the winners and the determination of eligibility, is final and no correspondence will be entered into;
- GenToo may publicise the winner's first name, surname initial, and general location (e.g., city) for promotional purposes, unless the winner expressly objects to such use in writing prior to publication; and
- participation in the Draw does not guarantee any other benefit, reward, or preferential treatment in connection with the GenToo platform or services.

4. Promotion 2 - Referrals (€15 Each)

4.1 Overview

GenToo operates a referral reward programme under which eligible existing customers ("Referrer") may invite new customers ("Referred Customer") to join the GenToo platform. Where the conditions set out in this clause are met, both the Referrer and the Referred Customer will each receive a monetary reward of €15, credited to their respective GenToo e-wallets.

4.2 How the referral works

To initiate a referral, the Referrer must share their unique personal referral link or referral code, available within the GenToo application under the referral section, with the person they wish to invite. The Referred Customer must use this unique link or code when registering their GenToo account. Referrals made without use of the Referrer's unique link or code will not be recognised and no reward will be payable.

4.3 Conditions for reward payment

The €15 reward will be credited to both the Referrer and the Referred Customer only once all of the following conditions have been satisfied:

- (a) the Referred Customer has registered a new GenToo account using the Referrer's unique referral link or code;
- (b) the Referred Customer has successfully completed all required identity verification (KYC) and anti-money laundering checks and their account has been fully activated;
- (c) the Referred Customer has completed at least one qualifying transaction from their activated GenToo account. A "qualifying transaction" means any of the following: a card payment processed through the GenToo Visa debit card (physical or virtual); a top up of the account; a SEPA payment; an ATM cash withdrawal; or a Subscription activation; and
- (d) both the Referrer's account and the Referred Customer's account are active and in good standing at the time the reward is due to be credited.

4.4 Reward timing

Subject to satisfaction of the conditions in clause 4.3, rewards will be credited to both accounts within one month of the qualifying transaction being confirmed in GenToo's systems. GenToo will use reasonable endeavours to credit rewards promptly but does not guarantee any specific credit date and accepts no liability for delays caused by technical issues, third-party payment processing, or circumstances outside its reasonable control.

4.5 Referral limits and restrictions

The following restrictions apply to the referral programme:

- A maximum of 15 referrals per Account is permitted. GenToo reserves the right to change referral caps at any time.
- Each person may only be referred once. If a Referred Customer has previously held a GenToo account, or if the same individual has already been referred by another Referrer, the referral will not be eligible for reward.
- Self-referrals are strictly prohibited. A Referrer may not refer themselves, create a second account in order to benefit from a referral reward, or use any device, mechanism, or workaround designed to simulate a qualifying referral.
- Referral rewards may only be used in accordance with the terms applicable to the GenToo e-wallet and may not be withdrawn, transferred, or exchanged outside the platform except through normal redemption procedures.
- The referral programme is intended for genuine individual customers acting in good faith. Bulk referral schemes, automated referral generation, and any commercial or business use of the referral programme are prohibited and may be seen as fraudulent activity.

Referrals must be made on a personal basis and must not be distributed through public advertising channels, spam, or mass distribution methods.

4.6 No cash alternative

The referral reward of €15 is credited exclusively to the relevant GenToo e-wallet and does not constitute a payment of cash. The reward does not constitute consumer credit, a loan, a bonus in connection with any credit agreement, or an incentive to enter into a credit agreement.

5. General Rewards, Giveaways and Ongoing Promotions

5.1 Additional promotions

From time to time, GenToo may offer additional rewards, giveaways, cashback promotions, discounts, or other incentives to its customers. Such promotions will be governed by these Promotion Terms together with any specific terms communicated at the time of the relevant promotion. In the event of any conflict between these Promotion Terms and the specific terms of a promotion, the specific terms shall prevail in respect of that promotion.

5.2 Nature of rewards

Unless otherwise stated, all rewards offered by GenToo:

- are credited to the recipient's GenToo e-wallet and are subject to the e-wallet terms in GenToo's General Terms and Conditions;
- are non-transferable and may not be assigned to another person;
- do not constitute consumer credit, a loan, interest, or a financial incentive to enter into a credit or lending agreement;
- do not bear interest and are not entitled to any yield or return; and
- have no cash surrender value outside of the normal e-wallet redemption process.

5.3 Changes and cancellation

GenToo reserves the right to modify, suspend, or permanently withdraw any ongoing promotion at any time for valid reasons. Where a promotion is withdrawn, GenToo will use reasonable endeavours to notify affected participants via the GenToo application or by email to the address registered to their account. Rewards validly earned and confirmed prior to the date of withdrawal will not be affected.

6. Fraud, Abuse and Misuse

6.1 Prohibited conduct

The following conduct is strictly prohibited in connection with any GenToo promotion:

- opening or operating more than one GenToo account for the purpose of obtaining additional promotional entitlements;
- creating fictitious, false, or third-party accounts for any purpose related to promotions;
- using automated tools, scripts, bots, or any technology designed to generate referrals, entries, or transactions artificially;
- making or receiving transactions that are not genuine and are structured or timed solely for the purpose of satisfying promotional conditions;
- exploiting any technical error, software defect, or vulnerability in the GenToo platform in connection with any promotion;
- misrepresenting identity, address, income, or other eligibility criteria;
- engaging in any conduct that constitutes fraud, attempted fraud, money laundering, or any other criminal offence under applicable law; and
- assisting, facilitating, or encouraging any of the above.

6.2 Consequences of prohibited conduct

Where GenToo has reasonable grounds to suspect that a Customer has engaged in any of the prohibited conduct described in clause 6.1, GenToo may, without prior notice and without prejudice to any other rights or remedies available to it:

- immediately disqualify the Customer from any current or future promotion;
- withhold, cancel, or reclaim any reward that has been credited to the Customer's account in connection with the relevant conduct;
- suspend or permanently terminate the Customer's GenToo account;
- report the matter to relevant law enforcement or regulatory authorities; and
- pursue civil or criminal proceedings to recover any losses suffered by GenToo as a result of the prohibited conduct.

GenToo's determination that prohibited conduct has occurred is made in good faith on the basis of available evidence and applicable law and is final and binding. GenToo is not required to provide detailed reasons for its decisions in connection with fraud or misuse investigations.

7. Limitation of Liability

7.1 No liability for matters outside GenToo's control

To the fullest extent permitted by applicable law, GenToo will not be liable to any participant for:

- any failure or delay in crediting a reward due to circumstances outside GenToo's reasonable control, including but not limited to technical failures, third-party payment processing delays, network outages, cyber incidents, or force majeure events;
- any loss of a reward caused by the participant's own failure to meet eligibility criteria, including failure to maintain an active and verified account;
- any decision by a third-party provider (including ConnectPay, Wallester, or Visa) that affects the availability or operation of the GenToo platform in a way that impacts a promotion;

- any tax liability or other financial obligation incurred by a participant as a result of receiving a reward;
- any indirect, consequential, or special loss arising in connection with any promotion, including loss of profit, loss of opportunity, or reputational damage; or
- any inaccuracy in information provided by participants that results in a reward being credited to the wrong account or being forfeited.

7.2 No warranty as to availability

GenToo does not warrant that any promotion will remain available for any particular period of time, that the prize pool will be maintained at any particular level, or that any specific reward will be available to any specific participant. Promotions are offered subject to availability and GenToo's right to modify or withdraw them as described in these Promotion Terms.

7.3 Consumer rights not affected

Nothing in these Promotion Terms excludes or limits any right or remedy that a participant may have under applicable Spanish consumer protection law or European Union consumer law, including any right arising under the Ley General para la Defensa de los Consumidores y Usuarios or applicable EU directives. Where any provision of these Promotion Terms conflicts with a mandatory consumer protection right, that mandatory right shall prevail.

8. Tax

Participants are solely responsible for determining and discharging any tax obligations that may arise in connection with their receipt of any reward, prize, or promotional benefit under these Promotion Terms. GenToo does not provide tax advice and makes no representation as to the tax treatment of any reward in any jurisdiction. Where required by applicable law, GenToo may apply any legally required withholding or deduction in respect of rewards or promotional benefits and may report such rewards to the relevant tax authorities including Agencia Tributaria. Participants who are unsure of their tax position should seek independent tax advice.

9. Data Protection

Personal data collected and processed in connection with any promotion will be handled in accordance with GenToo's Privacy Policy, which is available at www.GenToo.es and within the GenToo application. By participating in a promotion, participants acknowledge that

GenToo will process their personal data to the extent necessary to administer the promotion, select and notify winners, verify eligibility, credit rewards, and comply with any applicable legal or regulatory requirements.

10. General Provisions

10.1 Entire agreement

These Promotion Terms, together with GenToo's General Terms and Conditions and Privacy Policy, constitute the entire agreement between GenToo and each participant in relation to the subject matter hereof and supersede any prior representations, understandings, or agreements.

10.2 Severability

If any provision of these Promotion Terms is found to be invalid, illegal, or unenforceable under applicable law, that provision will be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable, or severed from these Promotion Terms if modification is not possible. The validity and enforceability of the remaining provisions will not be affected.

10.3 No waiver

Any failure by GenToo to enforce any provision of these Promotion Terms on a particular occasion will not constitute a waiver of GenToo's right to enforce that provision or any other provision on a future occasion.

10.4 Changes to these terms

GenToo may update these Promotion Terms at any time. The current version will always be available on the GenToo website and within the application. Where changes are material, GenToo will use reasonable endeavours to notify affected participants.

10.5 Governing law and jurisdiction

These Promotion Terms are governed by the laws of Spain. Any disputes arising in connection with these Promotion Terms will be subject to the exclusive jurisdiction of the courts of Spain, subject to any mandatory consumer protection provisions that may apply in a participant's jurisdiction of residence.

10.6 Contact

For any questions, complaints, or correspondence relating to promotions or these Promotion Terms, please contact soporte@gentoo.es. Complaints will be handled in accordance with GenToo's Complaints Procedure.